

1895-046 Chancery Causes: A. B. Lewis & os. C. C. Hagemeyer & Co] & Lee Co.

Wilcoxson, Leslie, Turner

CA-Contract Dispute
T-Property

-Deed

To the Honorable W. J. Miller Judge of the Circuit
Court of Lee County,

Humbly complaining your orator and oratrix
A. B. and L. O. Lewis would respectfully represent
and shew unto your honor that your orator
A. B. Lewis on the 13th day of Sept. 1890. he entered
into a contract with S. E. Turner, B. J. Lattie and V. O
Wilcoxson in regard to a certain patent license by which
said defendants purport to convey to your orator
license and right to make, use and sell a new and
useful improvement in fences, said contract is here filed
marked "3" and asked to be considered. Your honor will
see from an inspection of said contract that it conveys
the right to make, use and sell the said improvement
in the counties of Green, Christian, Leno, Douglas and
Texas in the state of Mo. Your honor will see from
said contract that the consideration was \$250. Now
your orator would say that in consideration of
the premises aforesaid that he conveyed by deed dated
the 13th day of Sept. 1890, to C. C. Hagenmeyer & Co. of Butler
Bendleton Co. Ky. All the merchantable timber on
a certain tract of land known as The W. W. Bendley
tract - a copy of said deed is herewith filed marked
"A" and asked to be treated as part of this bill, said
conveyance of timber was the consideration of the contract
aforesaid, Your honor will see that your oratrix
L. O. Lewis seems to have signed the deed conveying
the timber by her mark, she here denies that she ever
signed or acknowledged said deed by mark or otherwise
or ever authorized anyone else to do so for her. Now your
orator A. B. Lewis would represent and shew unto
your honor that he was duped and induced

1 to enter into said contract, and induce to execute the
2 deed conveying the timber, by fraud, deceit, collusion
3 and false pretenses and representations committed and
4 perpetrated upon him by the said S. E. Turner and
5 B. J. Leslie in regard to the salableness of the pretended
6 patent for new and useful improvement in fences -
7 in this they represented that - they had a patent for
8 their improvement in fences, that it was patented April 6
9 1888, and that it was patented Oct. 23. 1888, that it took
10 well with the public, that they had sold the state
11 of West Virginia for \$1000, that James A. Carter could
12 see the five counties heretofore referred to in Mo.
13 for \$500, that they had sold and made \$1500. in
14 riding from Jonesville to Bush Spring a distance of
15 only 9 miles, that they had sold other states and
16 countries for large sums of money, that their patent
17 would make a much better stronger, more durable
18 and had some fence than any other in the world, that
19 it would save 5000, rails in building every mile of fence.
20 That \$500 worth of wire would build a mile of fence. That
21 you could move a whole string of fence without
22 taking it to pieces, that it was the cheapest fence
23 that could be built, all of which sayings and
24 things James A. Carter alleges was false and fraudulent
25 and made only to induce James A. Carter to enter into
26 said contract, and said defendants well knew
27 that they were false, and James A. Carter relying on the
28 aforesaid representation as made by defendants
29 entered in to said contract. James A. Carter here alleges
30 that the contract here filed marked "B" is a badge
31 of fraud on its face, in that B. J. Leslie had no right
32 or authority to sign D. S. Wilcox's name to said

Contract, Your orator here charges that defendants
had no letter patent for their new and useful
improvement in fences as they called it, but if
they did your orator charges that it was worth-
less, unsalable and would not take with the
public, that the defendants made sundry false
statements in regard to the salableness of the article.
And your orator charges that the defendants have sold
the same territory here sold to your orator to
divers other persons before and after they entered
into said contract with your orator. And your
orator here alleges that the defendants, A. E. Turner and
B. J. Leslie colluded and conspired together to cheat
wrong and defraud your orator out of his timber
which they did very successfully. Your orator alleges that
the contract herein described is one from which he
should be relieved, that it should be rescinded and
annulled for the reasons aforesaid, and that the deed
made by your orator to C. C. Hagerman & Co, in consideration
of the five counties aforesaid should be deemed null and
void and the parties placed in "status Quo". that for his timber
he has received nothing except as has been remarked by
defendants counsel "a lot of blue sky out in me." Your
orator hereby delivers up to the defendants their contract
and restores back to them their five counties to cheat
wrong and defraud some one else. Your orator alleges
that the aforesaid contract is one in which an undue
advantage was taken, that it was an unconscionable
bargain, all of which acts and doings are contrary to equity
and good conscience, In tender consideration which
and forasmuch as your orator and orator are remediless
in the premises save by the aid of a court of equity

Therefore the prayer of your orator and oratrix is that, ~~J. C.~~
~~Turner, B. J. Leslie, D. D. Wilcoxson, C. C. Hageneyer & co,~~
 a body corporate, by virtue of the laws of Ky, be made parties
 defendant to this bill and required to answer the same
 but not on oath that being waived, that the contract
 herein described and filed marked "3" upon a hearing
 be deemed, rescinded and annulled, that the deed
 herewith filed marked "a" executed by your orator
 to C. C. Hageneyer & co, be deemed vacated and ^{declared void} annulled,
 that proper process may issue and that your orator
 may have such other further and general relief as the
 nature of this case may require or to equity seem and
 And your orator will ever pray etc —

M. G. Ely P. D.

Ely

A. B. Ed L. O. Lewis Pliffs.

Bill in Chancery.

L. E. Turner et al. Defts.

Exhibits "3" and "a" filed.

1894 1st May Rules

No. 10 for answer

Order for sub no

B. J. Leslie D. D.

Wilcoxson and

C. C. Hageneyer

" 2nd May Rules and

for answer D. D.

" 1st June Rules taken

last mandatory in

May, order for

substituted as to non

residence of defts & cause

set for hearing as to them

To the Honorable W. T. Miller Judge of the
Circuit Court of Lee County;
The Amended bill of your orator and oratrix,
A. B. Ed. L. O. Lewis respectfully sheweth unto the
Court, that heretofore your orator exhibited
in this Court his original bill of complaint
against B. J. Leslie, D. D. Wilcoxson and C. C. Hage-
nunger & Co., ^{the lost named} a body corporate under the laws of
Ky. The object of which bill was to set aside
and cancel a pretended patent license and deed.
Said original bill is here referred to and ordered
to be treated in full as part of this amended
bill. Your orator states that pursuant to the
prayer and maturing of said original bill
that C. C. Hagenunger & Co. appeared by their attorney
and demurred to said bill because the bill
did not allege that either S. E. Turner or B. J.
Leslie was agent for D. D. Wilcoxson or C. C.
Hagenunger & Co. etc, which demurrer was
sustained and your orator remanded to
rules to file an amended bill And now as
in the original bill your orator would respectfully
show unto your honor that on the 13th day
of Sept. 1890 he entered into a contract with D. D.
Wilcoxson by and through B. J. Leslie who was his
agent, in regard to a certain patent license by which
said defendant purported to convey to your orator
license and right to make use and sell a new
and useful improvement in fences, said contract
is filed with the original bill marked "3" and
here asked to be considered as part of this amended
bill. Your honor will see from said contract

that the consideration purports to be \$350. in hand
paid. but your orator alleges that not one cent
of the consideration ^{passed} ~~passed~~ as follows, that your
orator and orator conveyed to C. C. Hagemeyer & Co
of Butler, Pendleton Co. Ky. All the merchantable
timber on a certain tract of land known as the
W. W. Bundy tract (A copy of said deed is filed with
the original bill and asked to be considered as part
of this amended Bill.) Said conveyance of timber
was the consideration of the contract aforesaid
Now your orator A. B. Lewis as in his original Bill
would represent and show to your honor that he was
duped and induced to enter into said contract, and
induced to execute the deed conveying the timber to
C. C. Hagemeyer, by fraud, deceit, collusion and false
pretenses and representations committed and perpetrated
upon him by D. D. Wilcoxson and C. C. Hagemeyer & Co.
through their agent B. J. Leslie and B. J. Leslie's sub-agent
S. E. Turner, in regard to the so-called patent for new and useful
improvements in fences, in this they represented that they had a patent for their
improvement in fences, that it was patented April 6th
1888 and also that it was patented Oct. 23-1888. they represented
that it took well with the public, that they had sold the state
of West Virginia for \$1000. that your orator could sell the five
counties in Missouri for \$300. that they had sold and
made \$1500. in riding from Jonesville to Bush Spring a
distance of only 9 miles, that they had sold other states
and counties for large sums of money and others, direct
false statements did they make, well knowing them to
be false and if they did not know them to be false
they proved to be your orator alleges that they were false

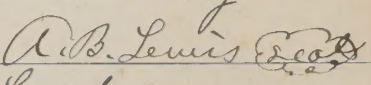
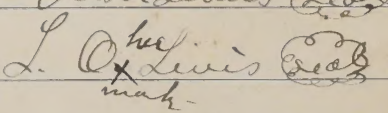
1 And your orator alleges that they were only made to induce your
2 orator to enter into said contract, And your orator relying
3 on the aforesaid representations and statements as being true
4 as made by the defendants entered into said contract and
5 executed said deed. Your orator here alleges that defendant
6 Wilcoxson had no letters patent for his new and useful im-
7 provement in fences as they called it, but if they did your orator
8 charges that it was worthless, unsalable, and would not
9 take with the public that the defendants by and through their
10 agent, B. J. Leslie made sundry false statements in regard to
11 the salableness of the pretended patent. And your orator charges that
12 the defendant Wilcoxson by his agent Leslie has sold
13 the same territory here sold to your orator to divers other persons
14 before and after he entered into said contract with your
15 orator, And your orator further alleges that the said C. C. Hageneyer
16 by and through their agents Wilcoxson & Ed Leslie of aforesaid
17 all colluded and conspired together to cheat wrong and defraud
18 your orator out of his valuable timber. Your orator alleges
19 that the contract here to be referred to & one from which he had
20 he returned that it should be rescinded and annulled and
21 that the deed made by your orator to C. C. Hageneyer & Co -
22 in consideration of the premises aforesaid, should be
23 declared null and void and the parties placed in "status Quo"
24 Your orator alleges that the aforesaid contract is one in which
25 an undue advantage was taken, that it was an unconscionable
26 bargain ^{and was made up with fraud and false statements} and your orator alleges that the aforesaid sundry false
27 and fraudulent statements, acts and doings were made
28 by the defendants D. D. Wilcoxson & C. C. Hageneyer & Co
29 and your orator alleges that the aforesaid fraud has been discovered within the
30 by their agent, B. J. Leslie, all of which acts and doings
31 are contrary to equity and good conscience. In tender
32 consideration whereof and for as much as your orator
33 is remediless in the premises save by the aid of a court
of equity where matters of this kind are alone and properly cognizable
the prayer of your orator is therefore that D. D. Wilcoxson & Co
C. C. Hageneyer & Co, the last named a body corporate under the
laws of Kentucky be made parties defendant to this bill.

And answer specially every allegation of the same
 on oath, that the contract herein described and filed
 marked "3" upon a hearing be decreed, rescinded and annulled
 that the deed herein with file as exhibit "2" executed by
 Jan orator to C.C. Hagemeyer & Co. be decreed null and
 void, that proper process may issue and that your
 orator may have such other further and general
 relief as the nature of their case may require or to equity
 seem meet. And your orator will ever pray etc
 M. G. Ely p. q.

M. G. Ely

A. B. Ed. L. D. Lwin
 Amended Bill.
 D. J. Wilcox et al.
 1895 2nd April Rules
 Amended Bill filed in Court
 for orator of Publica-
 tion
 " ~~1st May Rules Court~~
 " 2nd May Rules of Court
 " Completed & Court
 for hearing
 " June Term Decree & Contd
 " Nov Term Contd
 1895 March "
 " June Term Decree
 final see Chancery
 order Book Page
 208.
 Peffo Costs recovered
 C 4.89
 atty 15.00
 19.89

Peffo Costs
 C 8.44
 atty 15.00
 Tax 1.50
 Shoff 3.00
 \$32.94

1 This deed made this the 13th day of Sept. 1890
2 between A. B. Lewis and Leticia C. Lewis his wife of
3 Lee County Va. of the first part and C. C. Hagmeyer & Co
4 of Butler, Pendleton Co Ky, of the second part.
5 Witnesseth that for and in consideration of the sum of
6 Two hundred and fifty dollars in hand paid to the party of the
7 first part by the party of the second part the receipt of
8 which is hereby acknowledged the said party of the
9 first part hath this day granted, bargained and sold unto
10 ^{and do by these presents grant and convey unto the said C. C. Hagmeyer & Co,}
10 the said C. C. Hagmeyer and Co, all the merchantable timber
11 including the poplar, oak, chestnut, ash and in fact all
12 merchantable timber upon the Tract of one hundred and
13 seven and one half acres of lands on which the party of the
14 first now lives, it being the same Tract of land conveyed
15 by W. W. Bundy and wife to the party of the first part lying
16 and being in Lee County Va. and on Chestnut ridge for a
17 more particular description of said land reference is here
18 made to the deed from said Bundy and wife to said Lewis
19 now on record in the Clerk's office of Lee County Va. and
20 the party of the first part hereby covenants to and with
21 the party of the second part that they will warrant
22 generally the timber hereby conveyed and it is expressly
23 understood and agreed that the party of the first part or their
24 assigns have the right to enter upon and cut and remove
25 the timber from said land at anytime they may see proper to do
26 so. Witness the following signatures and seals the day and
27 date above written. A. B. Lewis 
28 Virginia Lee County to wit: L. C. Lewis 
29 I John B. West a notary public for said County in the state of Virginia
30 do certify that A. B. Lewis and L. C. Lewis his wife whose names
31 are signed to the foregoing deed bearing date Sept. 13. 1890, by their
32 signature and mark respectfully, have acknowledged the same before me
in my said County. Given under my hand this 13th of Sept. 1890.
John B. West N. P.

1 Virginia Lee County to wit:-

2 In the office of the clerk of said County the 13 day of Sept;
3 1890, this deed was presented and together with the certificate
4 thereto attached admitted to record.

5 Teste John R. Gibson Clerk

6 A Copy Teste: S. V. K. Richmond Clerk

21
22
23
24
25
26
27
28
29
30
31
32
Co. of Virginia & Co.

From deed -

A. B. Lewis & Co.

"A"

PATENT LICENSE.

WHEREAS, Q. D. WILCOXSON, of Boston, Pendleton County, Ky., did obtain Letters Patent of the United States for a new and useful improvement in fences, dated October 23, 1888, and numbered 391,569.

And WHEREAS, *A. B. Lewis* is desirous of obtaining an interest in said Letters Patent.

NOW THIS INDENTURE WITNESSETH, That for and in consideration of the sum of

Two hundred and fifty Dollars

to *us* in hand paid, the receipt of which is hereby acknowledged, *we*

do hereby grant unto *A. B. Lewis*

License and right to make, use and sell the said improvement within the following designated limits and places, namely, and in no other place or places:

*The counties of Green, Christian, Tazewell,
Douglas, and Texas in the State of
Missouri*

This License and Right to be enjoyed by the said *A. B. Lewis and
heirs* and assigns to the full end of the term for which said Letters Patent were granted.

IN WITNESS WHEREOF *we* have hereunto set our hands and seal
this *13th* day of *Sept.*, 18*89*

Q. D. Wilcoxson L. S.
B. J. Leslie L. S.

Sealed and delivered in the presence of

Dear Friend

For your

letter

Thank you

and for the

contribution

Yours truly

"3"

To the Hon W. T. Miller Judge of the Circuit
Court of Lee County, Virginia.

The ~~cause~~ of separate demurrer ~~and~~
~~cause~~ of G. C. Hagemeyer & Co to a bill
in Chancery filed in this Court by A. B.
Lewis and L. O. Lewis against the re-
spondent, S. C. Lums, B. J. Leslie and
L. D. Wilcoxon -

This defendant, by protestation, not
confessing or acknowledging all or
any of the matters and things in the
said bill of complaint contained,
to be true in manner and form,
as set forth, do demur thereto, and
for causes of demurrer thereto shew:

1st The Bill, and exhibits "3" and "A"
filed with said bill shew that neither
S. C. Lums ^{nor} ~~nor~~ ^{B. J. Leslie} ~~L. O. Lewis~~ are
proper parties to this suit and
that they are improperly joined
therein -

2nd The bill and exhibits "3" and "A"
filed with said bill shew that neither
S. C. Lums nor B. J. Leslie are parties
in interest in this suit, and that
neither of them is an agent
of either respondent or of
L. D. Wilcoxon - ~~and~~

3rd The bill fails to charge

that either J. E. Turner or B. J. Leslie
are either the agent of respondent
or of C. D. Wilcoxson, ~~as it should~~
~~do~~

4- The bill fails to show on
its face that J. E. Turner or
B. J. Leslie either have any
interest in this bill.

Wherefore, and for divers other
errors and imperfections, appearing
appearing in said bill, this defendant
demands the judgment of this
Court, whether it shall be
compelled to make any further
answer to said bill, and
prays to be hence dismissed
with his costs.

L. L. Hazeney & Co

By Counsel

Wm A. Orr

Jackson & Blankenship

C. C. Hagemeyer & Co.

advs. Bureau

A. B. Lewis at al
Filed in open court
June the 9th 1894
A. B. Munsey
Clerk

A. B. Ed L. O. Lewis

vs { Deere

C. C. Hagemeyer & Co. et al

This cause came on this day to be heard by consent of parties upon the bill, answer, bill and depositions of witnesses by plaintiff, and was argued by counsel. On consideration of which it is adjudged ordered, and decreed that the deed executed by A. B. Ed L. O. Lewis to C. C. Hagemeyer & Co. on the 13th day of September 1890 be set aside and held for naught, and that the plaintiffs recover of defendants their costs of this suit and nothing further remaining to be done, this cause is stricken from the docket,

A. B. Ed L. C. Lewis

vs. J. J. D. F. F. F.

C. C. Hagerman & Co. Itals

Entered in Copy
Order Book

Page 208,

Enter this

M. J. M.

June 8th 1895

A. B. L. O. Lewis } Deems
vs }

C. C. Hegmeyer & Co. et al

This cause came on this day to be heard upon the bill, the exhibits filed therewith, and the separate demurrer of C. C. Hegmeyer & Co., and was argued by counsel; Upon consideration whereof the Court adjudges orders and decrees that the said demurrer is well taken and is therefore sustained. And upon motion of the plaintiffs by counsel leave is granted them to amend their bill and the same is remanded to rule. And the Court further adjudges orders and decrees that the defendants C. C. Hegmeyer & Co. recover their ^{expenses by their amendment} costs, and that execution issue therefor.

9,34 L. O. Lewis

vsy Dec 1

L. C. Hegerman Vled
at

Ent on City Ord Book 4 P 15 -

Entire this decem

17, 2 M

Jan 11/94

To *C. C. Hagemeyer & Co, Ed W. D. Wilcoxson*

Take notice, that on the th *16* day of *May*, 1895, at the office of *M. G. Ely*
near Beech Spring, Lee Co. Va in the town of _____, between the hours of 9
o'clock a. m. and 6 o'clock p. m. of that day, I shall proceed to take the depositions of

A. B. Lewis et als
to be read in evidence in my behalf in the suit in equity depending in the *Circuit* Court of

Lee County in which *A. B. Ed L. Q. Lewis* are
Plaintiff and

C. C. Hagemeyer & Co, & W. D. Wilcoxson are
Defendants; and if from any cause the taking of said depositions be not commenced on that day,
or if commenced, if they be not completed on that day, the taking of said depositions will be
adjourned and continued from time to time and place to place until they are completed.

Respectfully,

A. B. Ed L. Q. Lewis
By counsel -

A. B. Ed L. Q. Lewis

vs. { { Notice to take deposition
}

C. C. Hagemeyer & co, et al

Virginia Lee County to wit
I Jeremiah Barber a Justice in and
for the county and state of Virginia
do certify that W. G. Ealy personally
appeared before me and in open court
that he on the 11th day of May 1895
delivered a true copy of the within
notice to C. C. Hagemeyer & co, et al, being
C. C. Hagemeyer & co, et al, et al, being
non residents of this county and
hence this the 6th day of May 1895

Jeremiah Barber J. P.

the foregoing
is a true and correct copy

The deposition of A. B. Lewis taken before me
Jeremiah Harker a Justice of the Peace in and for the county
of Lee and state of Virginia, pursuant to notice hereto
served at the law office of M. G. Ely between the hours
of 9 A.M. and 6 P.M. on May 16th 1895, to be used as
evidence in behalf of A. B. & Co. Lewis in the suit in
equity depending in the circuit court of Lee County Va.
wherein A. B. & Co. Lewis are plaintiffs and G. C.
Hagemeyer & Co. & D. S. Wilcox are defendants,
Present, M. G. Ely atty for Plffs.

A. B. Lewis a witness of lawful age being duly
sworn deponent and saith,

Ques. Please state your age occupation residence
and connection with this suit?

Ans. [

ans. my age is 57 years. occupa-
tion a farmer. Mechanic & Black
Smith. My Residence 9 miles
West of Leesville Lee
Co. Va. in White Shoal
Township. ~~Defendant~~
Plff. in this suit.

Ques 2. Please state the true consideration in the deed filed
in this case marked x 'a' and tell all about the transaction?

Ans. } Answer, I, Recieve not
a Cent of Cash. but

never received from the Effect
of said transaction; Agent,
B. J. Leslie, my self and B. J.
Leslie, who represented himself
to be the assignee of J. D. Wil-
coxson on a Royalty of a patent
issued Oct 23rd 1888,
to said Wilcoxson, who was pat-
entee of said improvement over
the old, Warm fence, of a
Grand, Siding, of one half
the rails over the old styled warm
fence, for 1 mile of this fence
would save in rounded,
figures of 15 Hundred rails at
normal cost of only five
Dollars worth of wire, which
fully, Half, to more than
can be done, by any man

Ques 3. Please state whether or not B. J. Leslie represented to you
that he was agent for J. D. Wilcoxson & C. C. Wagoner, and

Ans. Yes, Did.

Ques. 4, Please state what B. J. Leslie represented to you in regard
to the worth and solableness of said pretended patent fence?

ans. He represented that he had
 you at that time sold half
 the County of Lee. upon part
 from Jones and one or two other
 parts of Districts do not Remem-
 ber, other fractional parts of Dis-
 tricts or small Boundaries of
 Creeks and Settlements that
 such and such men were
 making money largely and
 honestly bettering their for-
 tune by selling patent
 patents to farms and sections
 of townships and Counties
 from; the Royalty of said
 patent which no other had a
 right to sell, or use in a
 any way but by purchasing
 same from him or wife or
 that he himself was making
 good money that could be
 would realize from 25,000
 to three thousand dollars in the
 County of Lee,

Now did he make any false and fraudulent representations
 to you, if so, please state specifically what they were.

A. B. Ed. G. Lewis

no. 11 Depositions

C. C. Hargney & co. et al

Received from Jeremiah
Harber the Justice
before whom taken
and filed May the
20th 1895.

A. V. B. Munnay
clk

5
Ans. He didnt make any State
ments But what was false
of Swells. as anticipated
to me as to what a man could
do. With this fence said it took
nearly Every farmer. Which
was not the facts in the
Case as represented by him
Was. Did you act as his representative as true at the
time you entered the contract and at the time you executed
the deed filed in this case?

Ans. I did from the fact that
He had to try or three or four
acts in my section. Some
turning and Elison as sub
agents of his who were then
making all the way ^{down} to two
to six Dollars per day for
selling farm rights, and
corn and other boundaries not
taken up by him self.
Which led me to believe what
He was telling ^{me} to induce
me to buy. Some very
sorry, as him making and
Whitling. Every influence
as he did.

Ques. Did the pretended patent prove valuable or
worthless?

ans. It proved: Worthless with all
that I could do or say in
some Counties in Eastern
Ky. ~~West~~ West in the County of
Harlan and upper part
Bell, on the banks of the
Berland River with at loss
of trying by sampling said
fence, I of course the time & money
and not making its own
Expense of. Expended from all
that Expended in and for,
same,

Ques. Did it take well with the public as represented by
Leslie?

ans. It did not

Ques. When did you discover the fraud which had been
perpetrated upon you?

after Experimenting travel
and putting up wire Bills
not getting any sales
the amount of wire Bills
leaving work time and
trouble by failure of sales
made on same at B. Linn

Virginia; Lee County to wit: -

I Jeremiah Foster a justice in and for the county and state of aforesaid
do certify that the foregoing deposition of A. B. Lewis was taken
sworn^{to}, and subscribed before me for the purpose mentioned
in the caption, given under my hand this the 16th. day of
May 1895.

Jeremiah Foster. J.P.

Lis Pendens

A. B. and L. O. Lewis Plffs.

VS.

}} In Chancery -

S. E. Turner, B. J. Leslie, W. D. Wilcoxson and c. c. -

Hagemyer & co, a body corporate by virtue of laws of Ky.
Defts. In the Circuit Court of the County of Lee.

The object of this suit is to set aside, vacate and
decree null and void a certain deed dated Sept. 13th 1890
executed by A. B. and L. O. Lewis to c. c. Hagemyer & co,
of Butler, Pendleton Co. Ky, conveying all the poplar
oak, chestnut and ash timber on a survey of 107 1/2
acres described in said deed. The estate of the said
c. c. Hagemyer & co, as regards the timber in said deed
is intended to be affected by this suit, "Caveat emptor"

A. B. and L. O. Lewis -

By counsel -

Ans. Ed. L. O. Lewis Puffs

VS } Lis Pendens—

S. E. Turner et al vs Deft

Filed for record
April 21st 1894